

Hinton CSD

Hinton EA

7/1/2005 6/30/2007

**COMPREHENSIVE
MASTER CONTRACT**

Negotiated Between

Hinton Community Education Association

And The

**Hinton Community School District
Board of Directors**

July, 2005 – June 30, 2007

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ARTICLE I: RECOGNITION

A. UNIT

The Board hereby recognizes the Hinton Community Education Association, an affiliate of the Siouxland UniServe Unit, Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB decision in Case No. 4279 issued by the PERB on the 11th day of October 1991.

The unit described in the above certification is as follows:

INCLUDED: All professional certified employees including classroom teachers, guidance counselors, librarians and nurses.

EXCLUDED: Superintendent, principals, administrators, and all other employees.

B. DEFINITIONS

1. The term "Board," as used in this Agreement, shall mean the Board of Education of the Hinton Community School District or its duly authorized representatives.
2. The term "employee," as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association", as used in this Agreement, shall mean the Hinton Community Education Association or its duly authorized representatives or agents.
4. **Part-time Certified Employees** –Part-time employees will be granted all leaves, benefits, bonuses and salaries at the same percentage as the time worked per day. The sum total of break and lunch period time, as provided in the current Master Contract, shall be in the same proportion as the time worked per day. Sick leave may be accumulated at the same rate and to the same total as a full-time employee; however, the accumulated days shall be in the same proportion as time worked per day.

ARTICLE II: IMPASSE PROCEDURES

Impasse Procedures shall be governed by the Iowa Public Employment Relations Act

If issues are not resolved through bargaining, either party may request the PERB to submit a list of five (5) qualified arbitrators. The parties shall determine by lot which one shall remove the first proposed arbitrator and shall alternately strike names until one remains. The remaining person shall be the arbitrator.

ARTICLE III: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance – a grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. Aggrieved Person – An “aggrieved person” is the person or persons or the Association marking the grievance.
3. Party in Interest – A “party in interest” is the person or persons or the Association making the grievance and any person, including the Association or the Board, who might be required to take action in order to resolve the grievance.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits – The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year-end Grievance – In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be

reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) calendar days thereafter.

3. Level One – Principal (informal): An employee with a grievance shall first discuss it with his/her principal, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two – Principal (formal)

If, as a result of the informal discussion with the principal at Level One, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the local Association on the form set forth in Schedule "A". The grievance form shall be available from the Association representative; said form shall be signed by the grievant and a representative of the local Association.

The appropriate principal shall indicate his disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the local Association.

5. Level Three – Superintendent

The Superintendent or his designee shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance, the Superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the local Association.

If the aggrieved person or the local Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person or the Association may transmit the grievance to Level Four.

6. Level Four – Arbitration

- (a) If the grievance is not resolved satisfactorily at Level Three, the matter may be submitted to arbitration by the Association which shall submit to the Board within thirty (30) calendar days from receipt of the answer at the Third Level a written request to enter into such arbitration.

- (b) Within ten (10) school days after written notice to the Board of submission to arbitrate, the Association shall make a written request to the Public Employment Relations Board for a list of arbitrators. The list shall consist of five (5) arbitrators. The Association shall strike the first name from the list. The Board shall strike the next two names from the list. The Association shall strike the fourth name from the list. The person whose name remains shall be the arbitrator.
- (c) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings, or if oral hearings have been waived, from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights vested in the Board by constitutional provisions, statute, ordinance or special legislative act. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (d) The cost for the services of the arbitrator, including per diem expenses, of any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne by the parties equally. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, in Level One and Two, by a representative of the local Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party in interest.

E. MISCELLANEOUS

1. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

2. Time Limits: All proceedings under this Article shall be barred unless Level One is instituted within fifteen (15) school days from the time the grievant knew, or could have known, or had access to facts constituting the basis of the grievance.

ARTICLE IV: DUES DEDUCTION

An employee who is a member of the Association may sign an assignment authorizing payroll deductions for professional dues. The form of the assignment shall be designed by the Association and shall be approved by the Superintendent. All assignments must be made and filed with the secretary of the Board of Education prior to September 5th. Deductions will be made at the rate of one-twelfth (1/12th) per month for twelve (12) months beginning on the 15th of September and ending on the 15th of August. The secretary of the Board will transmit to the Siouxland UniServe Unit the total amount deducted on the same day as payday falls. Following the first payday, a list of teachers who have signed dues deduction authorization will be attached to the remittance. If changes in deductions occur, notification shall be given to the Association.

If an employee desires to participate in payroll deduction of dues after the normal September 5th enrollment date, he/she may sign an assignment form and have his/her dues deducted on a pro rata basis over the months remaining.

The Association agrees to hold harmless the Board, each Board member and all administrators against any and all claims, costs or other forms of liability and all court cost arising out of application or the provision of dues deductions.

ARTICLE V: LEAVES

A. SICK LEAVE

1. All certified professional employees shall be entitled to sick leave days accumulated to one hundred fifteen (115) school days at a rate of:

1 st year of employment in Hinton Community School.	10
days	
2 nd year of employment in Hinton Community School.	11
days	
3 rd year of employment in Hinton Community School.	12
days	
4 th year of employment in Hinton Community School.	13
days	

5 th year of employment in Hinton Community School.	14
days	
6 th year of employment in Hinton Community School.	15
days	

No more than 115 school days may be used in one year.

2. Employees will be given a written accounting of accumulated sick leave days on or before the first day of each school year.
3. An employee who is unable to work beyond the number of days of sick leave to his/her credit shall be granted leave without pay to the end of the contract year. Benefits shall be continued to the end of the contract year at the Board's expense. Thereafter leave without pay for up to one (1) year may be granted upon the request of the employee. All benefits including insurance shall be continued for a period up to twelve (12) months, beginning with the effective date of the leave.
4. The Board shall pay an employee the difference between his/her salary and the benefits received under Worker's Compensation for the extent of his his/her absence due to injury or illness incurred in the course of his/her employment. This absence shall not be charged to the employee's sick leave.
5. Sick leave shall be used in hourly increments for any medical or dental appointment. When hourly increments to four (4) hours, then one-half (1/2) days shall be deducted from sick leave.
6. Sick leave may be granted for other reasons at the discretion of the Superintendent.
7. Pre-Determined Temporary Disability Leave.

Sick leave benefits for pre-determined temporary disability leave shall be granted for the period of medical confinement (as hereinafter defined) occurring during the time of regular contract work period pursuant to the following provisions.

- (a) Except as hereafter modified, all policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for pre-determined temporary disability leave. To the extent of an employee's accumulated earned sick leave, sick leave benefits for pre-determined temporary disability leave shall be paid only during the time of medical confinement which shall be the time medically indicated

for termination and recommencement of duties as provided in paragraph (c) hereof.

- (b) An employee shall notify the Superintendent or Superintendent's designee as soon as the necessity for taking sick leave becomes known to the employee. When possible, said notice shall be given at least two (2) weeks prior to the anticipated date of leave.
- (c) Following a pre-determined temporary disability leave, the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal teaching duties, and the date that such incapacity terminated. To the extent of accumulated sick leave earned, sick leave benefits shall be paid only for such period of incapacity.

The determination of whether the employee is capable of returning to work following the pre-determined temporary disability, and whether his/her health and work efficiency will be adversely affected, shall be made in consultation with the employee, his/her principal (or supervisors), the Superintendent, and the employee's physician, and may also be in consultation with a physician of the School District's own choosing. Said consultations shall be at the District's expense.

- 8. Ten (10) days of sick leave may be used for the illness of a member of the immediate family. "Immediate family" shall be defined to mean spouse, children, parents and parents of his/her spouse. Additional days may be added with superintendent's approval.
- 9. A newly hired teacher shall be allowed to transfer up to fifteen (15) documented days of sick leave.

B. SICK LEAVE BANK

Individual bargaining unit members may contribute up to ten (10) sick leave days per year to other employees who are eligible as provided in paragraph 3. The total of all sick leave donations shall not exceed fifty (50) days per year. The Association will notify the Superintendent of the names of the individuals who contribute sick leave and the amount of sick leave which they will contribute.

There will be no carryover of donated sick leave days from year to year. Donated sick leave days will not be returned to the donor.

Donated sick leave days will be available only to those employees who: (1) have accumulated less than sixty days of sick leave as of July 1 of the contract year in which a sick leave donation is requested, (2) have used all of their paid leave days, (3)

have not yet met the elimination period for long term disability insurance, and (4) suffer from a serious health condition as defined in the Family and Medical Leave Act, 29 Code of Federal Regulations 825.114. Donated sick leave days will not be available to an employee on a day-to-day basis, that is, donated sick leave days will not be available for brief absences such as one, two, or three days. Donated Sick leave days will not be available for pre-determined temporary disabilities.

Request for use of donated sick leave days will be submitted to the Superintendent and the Association President on a form provided by the District. The decision of whether to provide donated sick leave benefits to an employee and the number of donated sick leave days to allocate to the employee shall be made by mutual agreement of the Superintendent and the Association President. Up to ten (10) donated sick leave days per year will be allocated to each eligible participant. If there are sick leave days remaining in the bank at the end of the school year, they will be allocated on a prorated basis among eligible sick leave bank participants based upon the number of days for which an employee would have been eligible if there were no ten (10) day limitation.

C. PERSONAL LEAVE

1. Personal leave of two (2) days each school year shall be granted to all employees for the employee's personal business to be used under the following guidelines:
 - (a) Three (3) school days written notice to the Superintendent before personal leave may be taken.
 - (b) Personal leave may be used for the purpose of caring for a sick or injured member of the employee's immediate family without notice.
 - (c) One (1) employee from the high school, one (1) employee from the middle school, and one (1) employee from the elementary school can be granted personal leave on any given day. This number can be increased, unless qualified substitute teachers are not available.
 - (d) No personal leave will be granted the day before or the day after a school vacation, except by stated reason of emergency.
 - (e) One (1) day or one-half (1/2) day must be taken at a time and no lesser period shall be granted.
 - (f) Unused personal leave will be bought back at the current substitute teacher's pay rate.

D. PROFESSIONAL LEAVE

Certified staff members may be allowed to attend professional meetings, Association meetings, and visit schools if approved in advance by the Superintendent or his designated representative. For purposes of this section, professional meetings are defined as meetings which are held for the primary purpose of improving instruction. Staff members who hold state or national offices in organizations may apply to the Board of Education for permission to be absent from their duties.

E. BEREAVEMENT LEAVE

In the case of the death of the wife, husband, child, brother, sister, father or mother of the employee or his/her spouse, the employee shall be granted permission to be absent from duty by the Superintendent or his designated representative for up to five (5) school days, as may be necessary for attendance at the funeral and for any other purpose directly resulting from the said death, and no deduction of pay shall be made for the days of absence granted.

In the case of the death of other relatives of the employee or employee's spouse, up to three (3) days shall be granted upon application to the Superintendent without loss of pay.

In the case of the death of a close friend, one (1) day of absence shall be allowed without loss of pay for attendance at the funeral upon application to the Superintendent.

F. ABSENCE WITHOUT PAY

Absence without pay must be authorized by the Superintendent or his designated representative for purposes, which he considers urgent and necessary. For such absences, arrangements for deductions from the employee's salary will be made with the Board Secretary, and the employee shall be notified of the total amount deducted at a rate equal to 1/191th of the employee's annual salary for each day of said absence.

G. ASSOCIATION LEAVE

Up to two (2) days leave with pay for one (1) person shall be granted to an Association member elected to represent the Association at the annual ISEA Delegate Assembly. The Association shall reimburse the School District for the full cost of any substitute hired to replace an employee on Association leave.

ARTICLE VI: EMPLOYEE WORK YEAR

A. IN-SCHOOL WORK YEAR FOR CERTIFIED STAFF

1. The in-school work year for employees contracted on a nine (9) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation without additional pay) shall consist of the following:

Contract Days

- 180 a. One hundred eighty teaching days.
- 3 b. Three (3) professional development days, with a minimum of two (2) days before classes commence. The day following the last day of school will be an professional development day, with checkout beginning at 1:00 p.m
- 0 c. Due to the innovative calendar two (2) Parent-Teacher Conference evenings are counted as one (1) teaching day. Two evenings shall be used in the fall and in the spring for Parent-Teacher Conferences. These conferences shall be held from 5-8 p.m. As long as the State approves the innovative calendar, there shall be no school on Friday following Parent-Teacher Conferences and the Parent-Teacher Conferences shall count as a day of school.
- 8 d. Eight (8) paid holidays as described in Article VII: HOLIDAYS Section of this Agreement.

191 Total Days of Contract

The school year shall consist of one hundred eighty-nine (191) days (one hundred ninety-one (193) for new teachers), one hundred eighty (180) teaching days and three (3) professional development days.

2. Definition of In-School Year

The in-school work year shall include days when pupils are in attendance, orientation days, and other days on which employees' attendance is required, as set forth above.

ARTICLE VII: HOLIDAYS

The regular and extended contract of employees shall include eight (8) paid holidays. Such holidays shall include Labor Day, Thanksgiving, December 25, New Year's Day, Presidents Day, Friday preceding Easter Sunday, Monday following Easter Sunday, and Memorial Day. No employee shall be required to perform duties on any of the above holidays.

ARTICLE VIII: EMPLOYEE HOURS AND LOAD

- A. The teacher workday shall be from 8:00 a.m. to 4:00 p.m. When school is closed due to weather conditions, teachers may leave after all buses have departed and they have completed their regularly assigned duties. On Fridays and days preceding a holiday or when teachers are required to return for evening school-related duties, teachers may leave anytime after the buses have departed and they have completed their regularly assigned duties.
- B. Teachers are required to spend eight (8) hours each day at school inclusive of a twenty-five (25) minute duty-free lunch period, unless otherwise excused by the Superintendent. The administration reserves the right to assign the time of said lunch period as the daily situation requires. The twenty-five minute lunch period shall be spent as the teacher sees fit, either at school or away from the building.
- C. All teachers will have a minimum of two hundred twenty-five (225) minutes break time per five (5) day week, exclusive of the thirty (30) minutes periods before and after school.
- D. Teachers may be required to remain after 4:00 p.m. and begin before 8:00 a.m. for the purpose of teachers' meetings, with reasonable notice.
- E. When teachers are requested to take another class during their regularly scheduled break time, due to the absence of a fellow teacher and no substitute is available, they will be paid \$17 per period. Compensation will only be granted if the said teacher has less than two hundred twenty-five (225) minutes a week break time.
- F. Certified employees may be required to be present for one (1) evening (1-1/2 hours) for special school open house activities.
- G. The association and board agree to follow the provisions in the Teacher Quality Act with the understanding that an instructional mentor shall mentor no more than one new professional each semester.

ARTICLE IX: JOB CLASSIFICATION AND TRANSFER CERTIFIED EMPLOYEES

A. EMPLOYEE CLASSIFICATION

All personnel shall be classified according to the rules and regulations of the Iowa Department of Education, IAC 7/1/75, 670, Div. IV, 3.4 (257).

B. TRANSFER PROCEDURES

1. Notification - The Superintendent shall deliver to the Association and post in all school wings, a list of vacancies which occur during the school year and for the following year, upon knowledge of same.
2. Definition - The assignment of an employee to a different job classification, grade level, subject area or wing shall be considered a transfer.
3. Voluntary Transfers

Employees who desire a change in grade and/or subject classification or desire assignment change to another wing may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned in order of preference. Such request shall be submitted within fifteen (15) days of notice of vacancies.

If the employee's teaching assignment or program is reduced, he/she may apply for a voluntary transfer to a position vacant in the District, for which he/she is certified, and if the employee is qualified for the vacant position, he/she shall be hired before an applicant from outside the bargaining unit.

4. Involuntary Transfers - Notification of involuntary transfer shall be made to the employee as soon as practicable after the determination is made by the Superintendent. This notification shall be made at a meeting between the employee involved and the Superintendent, at which time the employee will be given written reasons therefore. An employee being involuntarily transferred shall not be reduced in total compensation.

ARTICLE X: REDUCTION OF CERTIFICATED EMPLOYEES

A. STAFF REDUCTION

When at the discretion of the Board of Education a reduction in staff must be made, the Board of Education and the Administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, the Administration shall base its decision as to how the reduction shall be affected on the competence and qualifications, including training and experience on the level or in that area, of the teachers to do the available work.

B. CLASSIFICATION

Employees shall be classified in the following manner for purposes of staff reduction and shall be laid off in accordance with said classifications: PK-5, 6-8, 9-12 grade levels. Reduction in the 9-12 grade level classification shall be within curriculum departments. Reduction in art, music, library and physical education shall be within a PK-12 classification.

An employee in grades 9-12 with a split assignment shall be classified in each department in which he/she is currently working.

Special Education, Talented and Gifted, Guidance Counselors, and Title 1 employees shall be classified according to the grade level they serve the majority of the time.

C. RESOLUTION OF DISPUTES

Any dispute arising out of a decision made pursuant to the layoff provisions shall be resolved through the termination procedure set out in Chapter 279 of the Code of Iowa or through the grievance procedure set forth in this contract. The employee may elect to resolve the dispute through either procedure, but the procedure elected shall be the exclusive remedy available to the employee. The Association shall also be bound by the employee's election of remedies.

D. NOTIFICATION

The Administration shall provide written notice to each employee who will be affected by reduction in staff by March 15. Such notice shall include written reasons for reduction in staff.

E. BENEFITS

Any employee re-employed after termination due to staff reduction shall be given full salary, related benefits, and be placed on the salary schedule one step above that at the time of his/her layoff.

F. RECALL RIGHTS

Any employee laid off pursuant to this provision shall have recall rights to the position for which he/she is or may become certified for two (2) years and three (3) months from the effective day of his/her layoff and shall be recalled to available positions for which he/she is certified, provided he/she has taught during the previous five (5) years in the department in which the vacancy has occurred, in inverse order of layoff.

Notice of recall shall be by certified mail to the last known mailing address in the District's personnel files. Failure to respond in the affirmative to a recall within fifteen (15) days, excluding weekends, after the date of mailing of the notice, will result in the individual being removed from the recall list.

ARTICLE XI: HEALTH PROVISIONS

As required by the Iowa Code, teachers will have a physical examination at the time of employment and each three (3) years thereafter. The original examination will be at the employee's expense. All physicals after the original one, TB examinations, and communicable disease immunizations which are required by law or at the request of the Board, will be paid by the District to the extent of \$50.00 per physical examination or immunization.

ARTICLE XII: SAFETY PROVISIONS

A. PROTECTIVE DEVICES

Protective devices shall be considered to be such special clothing, equipment and devices as may be needed by the employee to perform assigned tasks in a safe manner. All items shall be provided without charge to the employee or on a need basis determined by the Superintendent. Employees will be held responsible for the proper use and care of all clothing, equipment and devices resulting from negligent acts or omissions of the employee. Employees desiring to replace any clothing or equipment or devices must return the used items to be replaced, if possible.

B. USE OF REASONABLE FORCE

Within the scope of their employment, employees may use and apply such amount of force as is lawful, reasonable and necessary:

1. To quell a disturbance threatening physical injury to others;
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil;
3. For the purpose of self-defense;
4. For the protection of persons or property;

C. REPORTING ASSUALTS

Employees shall immediately report cases of assault suffered by them in connection with their employment to the principal or other immediate supervisor and to the police.

ARTICLE XIII: EMPLOYEE EVALUATION PROCEDURES

A. NOTIFICATION

Within two (2) weeks after the beginning of each school year, teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed. Any teacher who has not been so acquainted shall assume the responsibility of determining the same from the proper administrative personnel.

B. BEGINNING TEACHERS (first and second year of teaching)

Classroom teaching performance of beginning teachers shall follow the guidelines established in the Iowa Teacher Quality Statue.

C. CAREER TEACHERS (individuals with more than two years experience)

1. Teacher Career Development

The district's Career Development Program must have an evaluation component that documents the improvement in instructional practice and the effect on student learning.

The district's Career Development Plan is incorporated into the district's comprehensive school improvement plan, and must include a description of the means by which the district will provide access to all teachers in the district to career development programs. The plan must align all career development with the school district's long-range student learning goals and the Iowa Teaching Standards, and must indicate the school district's approved career development provider(s).

In cooperation with the teacher's evaluator, the career teacher employed by the district shall develop an individual teacher career development plan. The evaluator shall consult with the teacher's supervisor, if different from the evaluator, on the development of the individual teacher career development plan. The purpose of the plan is to promote individual and group career development. The individual plan shall be based, at the minimum, on the Iowa Teaching Standards, and the student achievement goals of the attendance center and the school district as outlined in the comprehensive school improvement plan.

The teacher's evaluator shall annually meet with the teacher to review progress in meeting the goals in the teacher's individual plan. The teacher shall present to the evaluator evidence of progress. The purpose of the meeting shall be to review the teacher's progress in meeting career development goals in the plan and to review collaborative work with other staff on student achievement goals and to modify as necessary the teacher's individual plan to reflect the individual teacher's and the district's needs and the individual's progress in meeting the goals in the plan. The teacher's supervisor and the evaluator shall review, modify, or accept modification made to the teacher's individual plan.

2. Performance Review for Career Teachers

The school district shall review a teacher's performance at least once every three years for purposes of assisting teachers in making continuous improvement, documenting continued competence in the Iowa Teaching Standards, identifying teachers in need of improvement, or to determine whether the teacher's practice meets school district expectations. The review shall include, at minimum, classroom observations of the teacher, the teacher's progress, and implementation of the teacher's individual career development plan; shall include supporting documentation from other evaluators, teachers, parents and students; and may include video portfolios as evidence of teaching practices.

If a supervisor or an evaluator determines, at any time, as a result of a teacher's performance that the teacher is not meeting district expectations under the Iowa Teaching Standards and any other standards or criteria established in the collective bargaining agreement, the evaluator shall, at the direction of the teacher's supervisor, recommend to the district that the teacher

participate in an intensive assistance program. The intensive assistance program and its implementation are not subject to negotiation or grievance procedures.

D. PERFORMANCE REVIEW FORM

1. Following the **performance review**, the evaluator will meet with the employee to discuss the **performance review**. At that meeting, the evaluator will present a copy of the **performance review** to the employee. The employee's signature on the **performance review** shall not mean that the employee necessarily agrees with the content, but rather, his/her signature means that he/she has seen the **performance review**.
2. Employees who disagree with the written **performance review** may put their objections in writing and have them attached to the **performance review** report to be placed in their personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of content.

ARTICLE XIV: WAGES AND SALARIES

A. SCHEDULE: SEE ATTACHED SCHEDULES "B", "B-1", AND "C"

1. Each employee shall be placed on his/her proper step at the salary schedule.
2. Credit shall be given for outside experience at time of original employment with the District.

B. PLACEMENT ON SALARY SCHEDULE

1. Employees shall be placed on their proper step of the salary schedule as of the effective date of this Agreement. Ninety (90) days of continuous service is required for full credit relative to advancement on the salary schedule.
2. Employees with previous teaching experience in the Hinton School District shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left. If the teacher taught in the Hinton School District, full credit shall be given for teaching experience in the Hinton District and full credit shall be given for outside teaching experience.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increments

Employees on the regular salary schedule shall be granted on September 1 an increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. However, an employee may be held at a particular step for just cause.

2. Educational Lanes

Any employee who plans to enroll in a course at an accredited college or university and who desires such a course to apply toward an educational lane change of salary schedule must file a written request with the Superintendent for approval of the course for the purpose of lane change.

Employees on the regular salary schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For Employees to advance from one (1) educational lane to another, they shall file suitable evidence of additional credit with the Superintendent no later than September 10th.

D. METHOD OF PAYMENT

All employees under this Agreement shall be paid their contract over a twelve (12) month period in increments of one-twelfth (1/12th) of said contract salary. Employees shall receive their checks at the regular building and on regular school days, unless otherwise designated by the teacher.

All payments pursuant to Schedule "C" of this Agreement shall be made on the subsequent regular paycheck following the completion of the assigned activity. All regular and accepted deduction from the face amount of the contract shall be made separate and distinct from the teacher's regular monthly paycheck, with one check being issued for the total amount. All summer checks will be mailed on or before the same date of the month as the individual normally receives a paycheck.

ARTICLE XV: INSURANCE

A. GROUP HEALTH, PHYSICIAN, MAJOR MEDICAL, LIFE, DENTAL AND LONG TERM DISABILITY INSURANCE.

1. The Board shall provide a benefit of insurance and/or a tax-sheltered annuity to each employee. The employee may choose to apply the benefit to one (1) of the three (3) options:
 - (a) The difference between the cost of the premium for single health and other selected insurance coverages and \$660.00 per month may be applied to a Tax Sheltered Annuity of the employee's choice.
 - (b) The difference between the cost of the premium for family health insurance and other selected insurance coverage and \$660.00 per month may be applied to a Tax Sheltered Annuity of the employee's choice.
 - (c) In lieu of insurance, \$530.00 per month may be applied to a Tax Sheltered Annuity of the employee's choice.
2. All full time employees who begin their employment with the District on or after July 1, 1999 must select at least single health insurance
3. Benefits for Part-Time Employees

The benefit set out in Paragraph 1 and 2 of this section is for full-time employees only. Part-time employees who are employed on the basis of a contract which requires service for twenty (20) hours per week or more shall receive a benefit proportionate to their part-time service. All other part-time employees shall receive no benefit under this section, unless the insurance carrier provides coverage to the employees who work less than twenty (20) hours per week. If the insurance carrier does provide coverage to employees who work less than twenty (20) hours per week, such employees shall receive a benefit proportionate to their part-time service.

A. AUTOMOBILE INSURANCE

To the extent possible under existing insurance coverages, the School Board will add as additional insured employees under this contract in the performance of job-related duties, while using their personal automobiles. In no event, however, will this insurance be primary liability insurance, but shall only be excess liability insurance over and above that which the employee carries on his/her own automobile.

ARTICLE XVI: COMPLIANCE CLAUSES AND DURATION

A. SEPARABILITY

Should any Article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, section or clause shall be deleted from this Agreement to the extent that it violates the law and the parties shall enter into immediate negotiations to bring said section into compliance with the law, if possible. The remaining Article, sections and clauses shall remain in full force and effect.

B. PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) school days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereinafter employed or considered for employment by the Board, and the Board shall provide the Association with thirty (30) additional copies at the expense of the Association.

C. NOTICES

Whenever any notice is required to be given by either party of this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated address or at such other address as may be designated by a party in written notification to the other party:

- (1) If by the Association, to Board at Hinton Community School, Hinton, Iowa 51024.
- (2) If by the Board, to Association at P O Box 2156, Sioux City, IA 51104.

D. DURATION PERIOD

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2007 for language issues.

Wages and salaries shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2006.

E. Additional Profession Development Days

If the District is required to add any professional staff development days to the work year to comply with it's obligations under the Iowa Code Chapter 284 and if the Iowa Legislature appropriates and the Governor signs the funding at per diem level for each employee required to work, the Association proposes that the employees be paid at that funding level in the law. If the Iowa Legislature mandates the additional days under Iowa Code Chapter 284 at less than per diem for each teacher required to work, or does not fund them at all, the Association and district will bargain to impasse under a timeline waiver and using the procedures outlined in Iowa Code Chapter 20.

Employees affected by the additional professional development days will be receiving pay for these days corresponding with how the state pays the school district. Any additional professional development days will considered outside of the Master Contract.

F. SIGNATURE CLAUSE

In witness whereof of the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiator, and their signatures placed thereon, all on the 22 day of March, 2005.

HINTON COMMUNITY
EDUCATION ASSOCIATION

By: Jodi A Cook
(President)

By: Steve W. K.
(Chief Negotiator)

HINTON COMMUNITY
SCHOOL DISTRICT

By: Michelle K. Rodgers
(President)

By: Allen L. Starn
(Chief Negotiator)

SCHEDULE A
GRIEVANCE REPORT

Date Filed: _____

Hinton Community School District

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Grievant

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Bargaining Agreement Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Date

Signature of Grievant

E. Disposition by Principal _____

Date

Signature of Principal

Level III

A. _____
Signature of Grievant Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Date Signature of Supt. Or Designee

Level IV

A. _____
Signature of Grievant Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator* _____

Date of Decision Signature of Arbitrator

*If additional space is needed, attach additional sheets.

All provisions of Article III, Grievance Procedures, shall be strictly observed in the settlement of grievances.

SCHEDULE B

SALARY SCALE — 2005-2006

STEP	BA	INDEX	BA +15	INDEX	BA +30	INDEX	MA	INDEX	MA +15	INDEX	MA +30	INDEX
0	27409	1.000	28505	1.400	29602	1.080	30698	1.120	31794	1.160	32891	1.200
1	28368	1.035	29465	1.075	30561	1.115	31657	1.155	32754	1.195	33850	1.235
2	29328	1.070	30424	1.110	31520	1.150	32617	1.190	33713	1.230	34809	1.270
3	30287	1.105	31383	1.145	32480	1.185	33576	1.225	34672	1.265	35769	1.305
4	31246	1.140	32343	1.180	33439	1.220	34535	1.260	35632	1.300	36728	1.340
5	32206	1.175	33302	1.215	34398	1.255	35495	1.295	36591	1.335	37687	1.375
6	33165	1.210	34261	1.250	35358	1.290	36454	1.330	37550	1.370	38647	1.410
7	34124	1.245	35221	1.285	36317	1.325	37413	1.365	38510	1.405	39606	1.445
8	35084	1.280	36180	1.320	37276	1.360	38373	1.400	39469	1.440	40565	1.480
9	36043	1.315	37139	1.355	38236	1.395	39332	1.435	40428	1.475	41525	1.515
10	37002	1.350	38099	1.390	39195	1.430	40291	1.470	41388	1.510	42484	1.550
11	37961	1.385	39058	1.425	40154	1.465	41251	1.505	42347	1.545	43443	1.585
12	38921	1.420	40017	1.460	41114	1.500	42210	1.540	43306	1.580	44403	1.620
13	38921		40017		41114		43169	1.575	44266	1.615	45362	1.655
14	39606		40785		41991		44128	1.610	45225	1.650	46321	1.690

Other Information

- 1) Minimum hiring bases are: BA-Step 0: BA+15 Step 0: BA+30 Step 0: MA Step 0: MA+15 Step 0: MA+30 Step 0
- 2) BA-Step 0 is the generator base for the extra curricular schedule.
- 3) If the State of Iowa should partially or totally withhold the payment of Phase I and/or Phase II monies, the salary schedule shall be renegotiated less the funding not received.
- 4) Nurses salary shall be established as the BA degree base salary.
- 5) Career Increments (see attachment B-1)

ATTACHMENT B-1

CAREER INCREMENTS

When an employee has exhausted all steps on the Salary Schedule, the following formula will be used:

To calculate longevity take the % listed X the BA Base.

Years of Ex.	BA	BA+15	BA+30	MA	MA+15	MA+30
14	2.5%	2.8%	3.2%			
16				3.6%	4%	4.4%
18	2.5%	2.8%	3.2%			
20				3.6%	4%	4.4%

Career increments are cumulative.

SCHEDULE C
HINTON COMMUNITY SCHOOL
SUPPLEMENTAL PAY SCALE

See Schedule C addendum for Head Varsity and Assistant Varsity Coaches Pay Scale. The following numbers are base percentages for Head Varsity and Assistant Varsity Coaches.

Athletic Director -- High School	12.5%
Athletic Director -- Junior High	4.7%
"A" Basketball Chaperone	3.2%
"B" Basketball Chaperone	2.1%
Band	5.9%
Baseball Coach	10.0%
Baseball Coach, Assistant	8.5%
Baseball -- C Team Coach	3.8%
Basketball Coach	10.0% Boys & Girls
Basketball Coach, JV	8.5% Boys & Girls
Basketball Coach, C Team	3.8% Boys & Girls
Basketball Coach, Junior High	4.2% 2 Boys & 2 Girls
Cheerleader Sponsor, Football	2.0%
Cheerleader Sponsor, Basketball	2.7%
Cheerleader Sponsor, Wrestling	2.7%
Cross Country Coach	8.5%
DECA Sponsor	2.0%
Drill Team Coach	5.0%
FCCLA Sponsor	2.0%
Football, Co-Head Coach	9.25% - 2 positions
Football, Assistant Coach	8.5%
Football, Junior High Coach	4.2%
Football, Junior High Assistant Coach	3.5%
Golf Coach	6.5% Boys & Girls
Junior Class Sponsors -- Prom	2.0% divided equally
Junior Class Sponsors -- Magazine Sales	1.1% 2 positions
Problem Solving	1.1%
Math Club	1.1%
Debate	3.0%
Speech Contest	3.0%
Declamation	3.0%
Show Choir	5.0%
Student Council	1.7% HS & JH
Summer Band	11.4%
Softball Coach	10.0%
Softball Coach, Assistant	8.5%
Softball Coach -- C Team	3.8%
Summer Ticket Taker	1.4%

Track Coach	8.5% Boys & Girls
Track Coach, Assistant	6.0%
Track Coach, Junior High	4.1%
Musical	3.5% up to two Positions
Play	3.5%
Vocal Music	5.9%
Volleyball, Coach	10.0%
Volleyball, JV	8.5%
Volleyball, C Team	3.8%
Volleyball, JH	4.2% 2 positions
Weight Room Coach	6.0%
Wrestling Coach	10.0%
Wrestling Coach, Assistant	8.5%
Wrestling Coach, JH	4.2%
Wrestling Coach, JH Assistant	3.0%
Summer Librarian	4.2%
Yearbook	4.2%

Scorers/Timers	\$15.00
Ticket Takers	\$12.00
Bus Chaperones (trips 30 miles or less – one way)	\$ 6.00
Bus Chaperones (trips over 30 miles – one way)	\$10.00
Driver's Education, driving time ...(per hour)09% of BA base salary
Driver's Education, classroom time (per hour).....	.18% of BA base salary

Coaches, Directors and Sponsors are not eligible for scoring, timing, ticket taking, or Chaperoning when performing.

Activities not listed above shall not be entitled to compensation.

Staff members will volunteer for duties, if sufficient volunteers are not obtained, up to five (5) duties per year may be assigned to each staff member entitling the staff member and their families to free admission to all activities.

The percentages listed above are percentages of the BA base salary.

Supplemental addendum to Schedule C - Varsity and Assistant Varsity Coaches

Experience must be on or above the level of the coaching assignment when placing an individual on this scale.

BA Base: 27,409

Years of															
Experience		10% of BA Base		9.25% of BA Base		8.5% of BA Base		6.5% of BA Base							
0	10.00	2,740.90		9.25	2,535.33	8.50	2,329.77		6.50	1,781.59					
1	10.10	2,768.31		9.34	2,560.69	8.59	2,353.06		6.57	1,799.40					
2	10.20	2,795.72		9.44	2,586.04	8.67	2,376.36		6.63	1,817.22					
3	10.30	2,823.13		9.53	2,611.39	8.76	2,399.66		6.70	1,835.03					
4	10.40	2,850.54		9.62	2,636.75	8.84	2,422.96		6.76	1,852.85					
5	10.50	2,877.95		9.71	2,662.10	8.93	2,446.25		6.83	1,870.66					
6	10.60	2,905.35		9.81	2,687.45	9.01	2,469.55		6.89	1,888.48					
7	10.70	2,932.76		9.90	2,712.81	9.10	2,492.85		6.96	1,906.30					
8	10.80	2,960.17		9.99	2,738.16	9.18	2,516.15		7.02	1,924.11					
9	10.90	2,987.58		10.08	2,763.51	9.27	2,539.44		7.09	1,941.93					
10	11.00	3,014.99		10.18	2,788.87	9.35	2,562.74		7.15	1,959.74					
11	11.10	3,042.40		10.27	2,814.22	9.44	2,586.04		7.22	1,977.56					
12	11.20	3,069.81		10.36	2,839.57	9.52	2,609.34		7.28	1,995.38					
13	11.30	3,097.22		10.45	2,864.93	9.61	2,632.63		7.35	2,013.19					
14	11.40	3,124.63		10.55	2,890.28	9.69	2,655.93		7.41	2,031.01					
15	11.50	3,152.04		10.64	2,915.63	9.78	2,679.23		7.48	2,048.82					
16	11.60	3,179.44		10.73	2,940.99	9.86	2,702.53		7.54	2,066.64					
17	11.70	3,206.85		10.82	2,966.34	9.95	2,725.83		7.61	2,084.45					
18	11.80	3,234.26		10.92	2,991.69	10.03	2,749.12		7.67	2,102.27					
19	11.90	3,261.67		11.01	3,017.05	10.12	2,772.42		7.74	2,120.09					
20	12.00	3,289.08		11.10	3,042.40	10.20	2,795.72		7.80	2,137.90					
21	12.10	3,316.49		11.19	3,067.75	10.29	2,819.02		7.87	2,155.72					
22	12.20	3,343.90		11.29	3,093.11	10.37	2,842.31		7.93	2,173.53					
23	12.30	3,371.31		11.38	3,118.46	10.46	2,865.61		8.00	2,191.35					
24	12.40	3,398.72		11.47	3,143.81	10.54	2,888.91		8.06	2,209.17					
25	12.50	3,426.13		11.56	3,169.17	10.63	2,912.21		8.13	2,226.98					
26	12.60	3,453.53		11.66	3,194.52	10.71	2,935.50		8.19	2,244.80					
27	12.70	3,480.94		11.75	3,219.87	10.80	2,958.80		8.26	2,262.61					
28	12.80	3,508.35		11.84	3,245.23	10.88	2,982.10		8.32	2,280.43					
29	12.90	3,535.76		11.93	3,270.58	10.97	3,005.40		8.39	2,298.24					
30	13.00	3,563.17		12.03	3,295.93	11.05	3,028.69		8.45	2,316.06					